

TOWER LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2000, between **Board of Supervisors of York County, Virginia** ("Landlord") and **TRITON PCS PROPERTY COMPANY L.L.C.** ("Tenant").

Landlord holds leasehold interest in a certain parcel of property located at **9300 George Washington Highway, City of Yorktown, County of York, State of Virginia**, more specifically described on the attached Exhibit "A" (the "Property"). Landlord owns a communications tower (the "Tower") erected on the Property. Tenant desires from Landlord a portion of the said Property (hereinafter referred to as "the Premises") consisting of space on the tower suitable for the placement thereon of antennas and related equipment, and space on the Property surrounding the tower suitable for the construction thereon of concrete pads, an equipment shed, and an ice bridge (all such equipment and improvements sometimes referred to collectively as the "Antenna Facilities"), and Landlord desires to lease to Tenant the Premises, on the terms and conditions set out herein.

NOW, THEREFORE, landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as described more fully below) on the following terms and conditions:

1. **Premises.** Landlord does lease unto Tenant, and Tenant does lease from Landlord, for the term set forth below, space on the Tower at the 240 foot elevation as shown on Exhibit B, and those portions of the Property shown on Exhibit B as designated for "Proposed 10' x 12' Triton Equipment Shelter", as "Proposed 4' x 4' Conc. Pad", as "Proposed A/C Unit", and as "Proposed Ice Bridge", such tower space and such ground area being referred to herein as "the Premises." In addition, the Premises shall include such rights of way and easement on, over, under, across, and through the adjoining lands of Landlord, extending from the Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the Premises; such other rights of way and easements on, over, under, across, and through the adjoining lands of Landlord as may be required by Tenant for the purpose of bringing electricity, gas, water, telephone, and any and all other utilities to the Premises; and the right to park vehicles on or about the Property, the lands immediately adjacent thereto during periods of construction, site inspection, and at times of necessary maintenance and repair work. Upon request of Tenant, Landlord shall execute, and Tenant may record, a Memorandum of Lease consistent with the Form of Memorandum of Lease attached hereto as Exhibit C.

2. **Use.** Landlord does hereby grant Tenant the right, during the Term (as defined below): (i) to mount up six (6) antennas on the Tower, all at the 240' height, as described on and at the heights shown on the attached Exhibit B and upgrade or replace one or more of the antennas described in Exhibit B with such other antennas as Tenant determines are necessary for the purposes of operating a wireless facility; (ii) to install transmission links and related communications equipment on the Tower and at the Premises as Tenant shall deem reasonably necessary for the purposes of operating a wireless facility, including, without limitation, grounding and the installation of telephone lines on the Premises; and (iii) pour, at Tenant's expense, a concrete pad to house the

equipment used by Tenant at a location specifically identified on Exhibit B. The equipment and related improvements to be located on the tower, and the concrete pads, equipment shed and ice bridge permitted to be constructed on the Premises, are sometimes referred to herein as the "Antenna Facilities."

3. **Term.** The initial term of this Lease shall be for a period of five (5) years commencing upon the Commencement Date and terminating at Midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred (the "Initial Term"). The Commencement Date shall be the date as of which both parties have fully executed this Lease Agreement. Thereafter, the term of this Lease shall be automatically extended for four (4) additional periods of five (5) years each (collectively, the "Renewal Terms"); provided, however, that Tenant may terminate this Lease at any time after the expiration of the initial term by providing Landlord with written notice not less than thirty (30) days prior to the expiration of the then current term. All of the terms and conditions of this Lease shall apply to each of the Renewal Terms, except that the rent for each Renewal Term shall be adjusted as provided in Section 4(c). The Initial Term along with all Renewal Terms, if any, shall herein be referred to collectively as the "Term".

Notwithstanding the foregoing, Landlord reserves the right, upon at least 180 days written notice to Tenant, to abandon or dismantle and/or relocate the tower. In the event the tower is to be dismantled or abandoned, this Lease Agreement shall terminate as of the expiration of the notice period, and thereafter Tenant and Landlord shall have no further obligations or rights hereunder from and after the date of termination. In the event that the tower is to be relocated, Tenant shall have the right either to terminate the Lease Agreement, in which event the respective rights and obligations of the parties hereunder shall cease as of the date of termination, or Tenant may elect to install a temporary tower (cellular on wheels) on the Property for a period of 60 days (provided that the temporary tower complies with all applicable governmental laws and regulations), and thereafter to install its Antenna Facilities on and adjacent to the new tower at a location substantially similar to its location on or adjacent to the existing tower. In such event, this Lease Agreement shall continue with the other terms and conditions hereof in full force and effect.

4. **Rent.**

a. Tenant shall pay Landlord, as rent the annual sum of **Twenty Thousand Dollars (\$20,000.00)** ("Rent"). If the Lease commences on other than the first day of a month, Rent shall be prorated for that month according to the number of days from the Commencement Date to the end of that month.

b. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

c. The Rent for each additional renewal period shall be equal to the Rent paid for the immediate previous term increased by **fifteen percent (15%)** as follows:

Renewal Term Annual Rental

1st	\$23,000.00
2nd	\$26,450.00
3rd	\$33,417.50
4th	\$37,980.13

5. Interference. If Tenant's Antenna Facilities should cause interference to the equipment or to the broadcast or reception quality of the facilities of Landlord, or of other lessees, licenses or tenant of Landlord existing on the Property or on the tower prior to the date hereof, Landlord shall notify Tenant in writing of such interference, and Tenant shall proceed, at its own expense, to eliminate or correct such interference. If within ten (10) days from receipt of notice of interference Tenant has failed to eliminate or correct such interference, then Landlord may require that Tenant cease operation of Tenant's Antenna Facilities, until such interference can be corrected or eliminated, at which time Tenant may resume operation of the Antenna Facilities. Landlord agrees that any other lessees, licensees or tenants who may install equipment subsequent to Tenant in and/or on the Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference to Tenant's Antenna Facilities. In the event such future lessee's, licensee's or tenant's equipment causes such interference ("Interfering Party"), Landlord will cause the Interfering Party to take steps necessary to correct and eliminate the interference, or such Interfering Party will be required to cease operations until such interference is corrected. The parties acknowledge that continuing interference will cause irreparable injury to Tenant and Tenant shall have the right, in addition to any other rights that it may have at law or equity, to bring action to enjoin the interference or to terminate this Lease. The parties acknowledge that a Nier report and intermodulation study acceptable to Landlord have been performed by Tenant.

6. Maintenance; Utilities; Access.

a. Landlord agrees to maintain the Tower in safe and proper working condition in accordance with all applicable rules and regulations of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") and those of any other federal, state, and local authorities with competent jurisdiction ("Regulatory Requirements"). All costs incurred in connection with lighting, painting, repairing, maintaining and securing the Tower will be borne by Landlord. In particular, Landlord agrees to inspect and monitor the tower lights and the automatic alarm system at such times as are necessary to ensure proper operation in accordance with all Regulatory Requirements. In the event any top steady-burning light or any flashing obstruction light, regardless of its position on the Tower, ceases to function properly and cannot be used by Tenant, Landlord shall promptly notify Tenant and the nearest FAA Flight Station Service Station ("FSS") immediately; similarly, when the light is repaired, Landlord shall promptly notify Tenant and the FSS.

b. All trade fixtures and trade equipment installed by Tenant, if any, for its business purposes, whether or not attached to the Premises, will remain the property of Tenant and will be removable, at any time and from time to time during the term of this Lease or at the expiration or prior termination thereof. Furthermore, Landlord shall have no right or claim to any insurance proceeds payable on account of damage to or destruction of any of the property of Tenant. Any easements granted to Tenant under this Agreement shall continue during a reasonable period after the expiration or earlier termination of this Lease as is necessary for Tenant to remove Tenant's property.

c. Tenant may cause to be installed, at its expense, a separate electric meter to measure its electricity consumption, and Tenant shall pay all electricity charges for electricity consumed by Tenant.

d. Tenant may pour, at Tenant's expense, a 10' x 12' concrete pad to accommodate the equipment shelter used by Tenant, and a 4' x 4' concrete pad in front of the equipment shelter, in the locations shown on Exhibit B. Tenant may erect an equipment shelter on the concrete pad, and may erect an ice bridge, as shown on Exhibit B. All such construction shall comply with all applicable ordinances and regulations of York County, and Tenant shall bear sole responsibility for obtaining any required permits or approvals.

e. Landlord agrees that Tenant or its agents shall have access to the Tower and the remainder of the Premises at all times for purposes of installing, operating, inspecting, maintaining, removing, repairing and replacing Tenant's equipment.

7. **Termination.** In addition to the other provisions of this Lease which provide for termination, this Lease may be terminated, without any penalty or further liability, as follows: (a) by Landlord in the event of a failure or refusal by Tenant to pay rent or any other payment within ten (10) days after written notice that such payment became due under this Agreement; (b) by either party upon a default of any covenant or term by the other which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); (c) by Tenant upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Antenna Facilities or the Tenant's business; or (d) by Tenant upon ninety (90) days prior written notice if the Premises are or become unacceptable under Tenant's design or engineering specifications for its use of the Antenna Facilities.

8. **Removal of Antenna Facilities Upon Termination.** Following any termination or expiration of this Agreement, Tenant shall remove all of the Antenna Facilities. In performing such removal, Tenant shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the Antenna Facilities, ordinary wear and tear excepted. If Tenant fails to remove such Antenna Facilities within sixty (60) days after expiration or earlier termination of this Agreement, Landlord may remove and dispose of the Antenna Facilities and Tenant shall reimburse Landlord for the reasonable costs of

such removal and restoration of the Premises. Moreover, Landlord may deem the Antenna Facilities abandoned in which event the Antenna Facilities shall become Landlord's property.

9. **Taxes.** Tenant shall pay any portion of personal property taxes attributable to, the Antenna Facilities during the Term. Tenant shall not be responsible for any taxes attributable to any period prior to the Commencement Date. Landlord shall pay all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant, in a form reasonably satisfactory to Tenant.

10. **Insurance.**

a. Tenant will provide Comprehensive General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy of liability insurance Tenant may maintain.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

c. Landlord shall at all times during the term of this Lease carry all-risk property insurance on all of the buildings and permanent improvements located on the Premises for the full replacement value of said buildings and improvements. The policy or policies shall provide that any loss shall be paid notwithstanding any act or negligence of Landlord or Tenant.

11. **Destruction of Premises.** If the Premises or the Tower are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Tower, Tenant may elect to terminate this Lease as of the date of the damage or destruction by notifying Landlord not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

12. **Condemnation.** If a condemning authority takes all of the Premises, or a portion sufficient, in Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent, and business dislocation expenses). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of power, shall be treated as a taking by condemnation.

13. **Hold Harmless.** Tenant shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Tenant's use or occupancy of the Tower and Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. Landlord shall be liable for any damage to any of Tenant's equipment located on the Tower arising out of or in connection with Landlord's use or occupancy of the Tower and Premises and caused by the negligence or willful or intentional misconduct of its lessees, agents or employees. To the extent allowed by law, each party agrees to indemnify, defend and hold harmless the other party, from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Premises, appurtenances or approaches thereto, arising out of or in connection with such party's use or occupancy of the Tower and the Premises.

14. **Notices.** All notices requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord to:	Terry Hall 301 Goodwin Neck Rd Yorktown, VA 23692	James E. Barnett 224 Ballard Street P.O. Box 532 Yorktown, VA 23690-0532 Attention: County Attorney
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If to Tenant to:	Triton PCS Property Company L.L.C. 4880 Sadler Rd. Suite 300 Glen Allen, VA 23060 Attention: President and GM, Mid-Atlantic Region
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with a copy to: Triton Corporate Office.
1100 Cassatt Road
Berwyn, PA 19312
Attention: Kelly MacGregor

15. **Title and Quiet Enjoyment.**

a. Landlord warrants that it has full right, power, and authority to execute this Agreement and has good and leasehold in the premises. Landlord does not warrant that the premises constitutes a legal lot but that nonetheless the Premises may be leased without the need for any subdivision or plotting approval. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease or any renewal thereof. Landlord warrants that there is no agreement, decree, regulation, order, easement, lien restriction, ordinance, zoning

law, or other law which would prevent the use of the Premises for Tenant's business or the intended use. Landlord agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or impose or consent to any change in the zoning of the Premises or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement. In the event a change in the zoning of the Premises prevents or limits the Tenant from using the Premises for its intended uses, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

c. Tenant shall also have the right to have the Premises surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

16. **Assignment; Leasehold Mortgage.** Tenant has the right, upon written notice to Landlord, to assign this Lease or to sublet the Premises or any portion thereof to a parent, subsidiary, or affiliated company, or to an entity that has at least \$5,000,00 in total gross assets at the time of transfer. Upon request of Landlord, Tenant shall provide Landlord with evidence, satisfactory to Landlord, that such company has the requisite value of gross assets. For purposes of this paragraph, in order to be deemed either a parent, or subsidiary, or affiliate of Tenant, the assignee or subtenant either shall own at least twenty-five percent of Tenant's stock equity, or Tenant shall own at least twenty-five percent of the stock equity of the assignee or subtenant. Otherwise, Tenant may assign or sublet this Lease, or any portion of the Premises, its communications facilities, and/or any improvements on the Premises only with the written consent of Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease, and such sublease shall so provide. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successor or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

17. **Successor and Assigns.** This Lease shall run with the Premises described in Exhibit A. This Lease shall be binding upon and inure to the benefits of the parties, their respective successors, personal representatives and assigns.

18. Mechanics Liens. Tenant shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Premises, including the Tower or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Tenant; and if such lien shall at any time be so filed, within sixty (60) days after the notice of the filing thereof, shall cause it to be canceled and discharged of record.

19. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements between the parties with respect to the subject matter hereof. There are no representations or understanding of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claim for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights hereunder or Tenant's use of the Premises. Contemporaneously with the execution of this Agreement, Landlord agrees to execute a Memorandum of Lease, substantially in the form of Exhibit D hereto.

f. This Agreement shall be construed in accordance with the laws of the state in which the Premises is located.

g. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

h. Landlord and Tenant agree that the Premises, including without limitation, the access, cable run, grounding and utility easements, may be shown on construction drawings prepared by a licensed engineer, at Tenant's expense. Such construction drawings shall then replace Exhibit B and become a part hereof and shall control the description of the Premises.

i. This Agreement is and shall be absolutely subject to all mortgages which may now or hereafter be secured upon the Premises or the Tower and to any and all renewals, modifications, consolidations, replacements and extensions thereof. If a deed of trust, mortgage or

other encumbrance affects the Premises, Landlord agrees to cooperate with Tenant in obtaining a non-disturbance agreement providing that Tenant's possession, use and enjoyment of the Premises and its rights under this Agreement shall not be disturbed if Tenant is not in default under this Agreement after the expiration of all applicable cure periods.

j. Landlord shall supply Tenant with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the Premises. Said plans, if available, will include existing wireless communications carriers and their frequencies, where applicable.

20. Non-Recourse. Landlord's liability hereunder shall be limited to its interest in the Premises and to Landlord's insurance, and in no event shall Landlord, its affiliates or anyone owning any interest in Landlord have any liability hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement:

Date: _____

LANDLORD:
**BOARD OF SUPERVISORS OF YORK
COUNTY, VIRGINIA**

By: _____

Title:

Fed. Tax ID# _____

Date: _____

TENANT:
TRITON PCS PROPERTY COMPANY L.L.C.

By: TRITON MANAGEMENT COMPANY,
INC., its Manager

By: _____

Name:

Title: President and GM Mid-Atlantic Region

Exhibit A

The Property is legally described as follows

Beginning at a point within the property of the School Board of York County, Virginia, as same appears recorded in Plat Book 5 at page 116, among the land records of York County, Virginia, said point being the southeast corner of the herein described Lease Parcel, said Lease Parcel lies entirely within an existing PCS Primico, L.P. lease parcel as same appears recorded in Deed Book 888 at page 26, among the aforementioned land records, said point bears N 40°39'00" E - 208.41 feet; N 55°21'00" W - 591.04 feet; N 33°25'44" E - 168.25 feet; and N 53°14'30" W - 33.53 feet, along the lines of a 12 foot wide ingress, egress and utility easement, and S 36°45'30" W - 3.50 feet, along a portion of the east line of the herein described Lease Parcel, from the intersection of the west line of said ingress, egress and utility easement and the north right-of-way line of George Washington Memorial Highway, U.S. Route 17, said point of intersection bears S 55°21'00" E - 26.70 feet, along said north right-of-way line from a Virginia Department of Transportation concrete monument having a Virginia Plane Coordinate value of N,3,603,400.85 - E,12,065,267.36; thence running through the aforementioned York County School Board property, along the lines of the herein described Lease Parcel N 53°14'30" W - 13.00 feet to the southwest corner; N 36°45'30" E - 19.00 feet to the northwest corner; S 53°14'30" E - 13.00 feet to the northeast corner; and S 36°45'30" W - 19.00 feet to the point of beginning, containing 247 square feet of land. As shown on that unrecorded survey entitled "Lease Parcel Survey - Sprint PCS N003XC569", prepared by "Clark-Nexsen, Architecture & Engineering", Dated, "3/9/99".

Together with a 12 foot wide easement for ingress, egress and utilities as follows: Beginning at a point in the east line of the above described Lease Parcel, said point bears N 36°45'30" E - 3.50 feet, along said east Lease Parcel line, from the above described Point of Beginning, the southeast corner of the above described Lease Parcel; thence running along a portion of the said east Lease Parcel line N 36°45'30" E - 12.00 feet to a point; thence departing from the said east Lease Parcel line and running through the above referenced School Board property S 53°14'30" E - 44.86 feet; S 33°25'44" W - 167.83 feet; S 55°21'00" E - 592.62 feet; and S 40°39'00" W - 220.48 feet to a point in the north right-of-way line of George Washington Memorial Highway, U.S. Route 17; thence running along the said north right-of-way line N 55°21'00" W - 12.07 feet to a point; thence departing from the said north right-of-way line and running through the aforementioned School Board property N 40°39'00" E - 208.41 feet; N 55°21'00" W - 591.04 feet; N 33°25'44" E - 168.25 feet; and N 53°14'30" W - 33.53 feet to the point of beginning.

Subject however to any easements, rights-of-way, or restrictions of record.

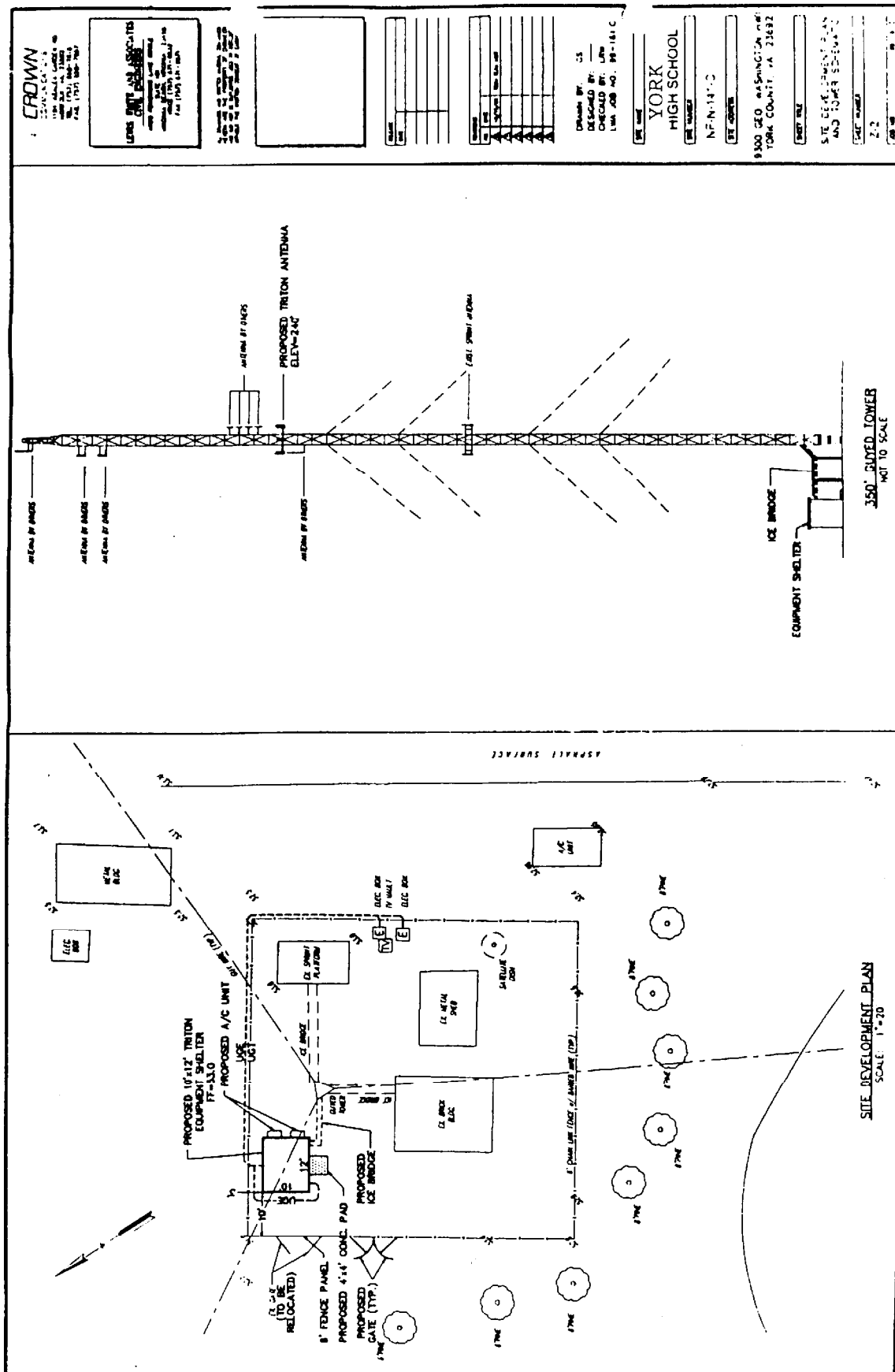


Exhibit C

Form of Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of the ____ day of _____, 2000, by and between _____ (the "Grantor"), and _____ (the "Lessee"),

W I T N E S S E T H:

Recitals

By **Tower Lease Agreement** dated _____, 2000 (the "Lease Agreement"), between Grantor and Lessee, Grantor has agreed to lease to Lessee (the "Lease") a certain parcel of real property, including improvements and fixtures thereon and appurtenant rights thereto, located in City of Yorktown, County of York, Virginia, more particularly described on **Exhibit A** attached hereto and made a part hereof (collectively, the "Leased Property"). Grantor and Lessee now desire to enter into this memorandum of the Lease, in accordance with the provisions of Section 55-57.1(B) and 55-57.2 of the Code of Virginia of 1950, as amended, and to record such Memorandum of Lease in the Clerk's Office, Circuit Court, _____, Virginia (the "Clerk's Office"), to give record notice of the Lease.

Memorandum of Lease

Pursuant to Sections 55-57.1(B) and 55-57.2 of the Code of Virginia of 1950, as amended, Grantor and Lessee do hereby state the following:

1. The name of the Grantor is **Board of Supervisors of York County.**
2. The name of the Lessee is **Triton PCS Property Company L.L.C.**
3. Grantor has agreed to lease the Leased Property to Lessee pursuant to the terms, provisions and conditions contained in the Lease Agreement.
4. The address of Grantor set forth in the Lease Agreement is **9300 George Washington Highway, City of Yorktown, County of York, State of Virginia**, with a copy to _____ and the address of Lessee set forth in the Lease Agreement is **9211 Arboretum Parkway; Suite 200; Richmond, VA 23236**, with a copy to **Triton Management Company, Inc.; 101 Lindenwood Drive; Suite 125; Malvern, PA 19355.**

5. The date of the Lease Agreement is _____, 2000.

6. A description of the Leased Property is attached hereto and made a part hereof as Exhibit A.

7. The term of the Lease shall commence at _____ on _____, 199__ (the "Commencement Date"), and, unless sooner terminated pursuant to the terms and conditions of the Lease Agreement, subject to the election of Lessee set forth in the Lease Agreement to extend the term of the Lease for four (4) extension terms of five (5) years each as set forth in Article B(3) of the Lease Agreement. If Lessee validly exercises all elections to extend the term of the Lease, the term of the Lease could continue until _____, _____.

8. Lessee agrees to execute and deliver to Grantor such reasonable documents as Grantor may request upon the expiration or any earlier termination of the term of this Lease to terminate and release this Memorandum of Lease in the Clerk's Office.

9. Grantor executes this Memorandum of Lease for the sole purpose of providing record notice of the Lease in the Clerk's Office. Any conflict between the terms of this Memorandum of Lease and the Lease Agreement shall be resolved in accordance with the terms, provisions and conditions contained in the Lease Agreement, which are paramount and controlling.

IN WITNESS WHEREOF, each party hereto has caused this Memorandum of Lease to be executed in its name and on its behalf by its duly authorized representative.

GRANTOR:

BOARD OF SUPERVISORS OF YORK COUNTY

By: _____
Name:
Title:

LESSEE:

TRITON PCS PROPERTY COMPANY L.L.C.
By: Triton Management Company, Inc., its Manager

By: _____
Name:
Title: President and GM Mid-Atlantic Region

STATE OF VIRGINIA

COUNTY OF YORK, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____ who is _____ of the Board of Supervisors of York County.

Notary Public

My Commission expires: _____.

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____, _____, of Triton Management Company, Inc., Manager of Triton PCS Property Company, L.L.C., on behalf of the company.

Notary Public

My Commission expires: _____.